

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 23, 2005

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001018
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Identix Incorporated 5600 Rowland Road Minnetonka, MN 55343	TELEPHONE Gary Newlin (952) 442-8701
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1646 Greg Faremouth
Contract Compliance Inspector: Betsy Pash Live Scan Equipment-Statewide/EPP	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **INCREASED** by \$44,173.00. All other terms, conditions, specifications and pricing remain unchanged.

Please note: The buyer has been changed to Greg Faremouth.

AUTHORITY/REASON:

Per agency and vendor agreement.

INCREASE: \$44,173.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$44,174.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 28, 2003

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001018
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Gary Newlin (952) 442-8701
Identix Incorporated 5600 Rowland Road Minnetonka, MN 55343		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Betsy Pash Live Scan Equipment-Statewide/EPP		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, the attached pricing is incorporated into this contract.

State of Michigan
Identix Contract Configuration Pricing New TP3XXXX Series
Pricing

V: 5
Date: 07/10/2003
By: Jeff C

Desktop Models

TP-3000XD

Marketing Model Number	Description	Price
	Touch Print Desktop Live Scan System, w/ Windows XP O/S	26,716
	Systems Consists of following:	
TP-3000XD	Touch Print Desktop Live Scan System w/ S&R	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3000LD

Marketing Model Number	Description	Price
	Touch Print Desktop Live Scan System, w/ LINUX O/S	29,283
	Systems Consists of following:	
TP-3000LD	Touch Print Desktop Live Scan System w/ S&R	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
TP-COML-DNWSQ	Communication Software; Linux; WSQ Compression Support; Direct NIST	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3100XD

Marketing Model Number	Description	Price
	Touch Print Desktop Live Scan System, w/ Stylized Appliance & Windows XP O/S	25,016
	Systems Consists of following:	
TP-3100XD	Touch Print Desktop Live Scan System w/ Stylized Appliance & Slap to Roll Matching Software	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

Transportable Models

TP-3000XT

Marketing Model Number	Description	Price
	Touch Print Transportable Live Scan System, w/ Windows XP O/S	28,416
	<i>Systems Consists of following:</i>	
TP-3000XT	Touch Print Transportable w/ S&R	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3000LT

Marketing Model Number	Description	Price
	Touch Print Transportable Live Scan System, w/ LINUX O/S	30,878
	<i>Systems Consists of following:</i>	
TP-3000LT	Touch Print Transportable w/ S&R	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
	Communication Software; Linux; WSQ	
TP-COML-DNWSQ	Compression Support; Direct NIST	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3100XT

Marketing Model Number	Description	Price
	Touch Print Transportable Live Scan System, w/ Stylized Appliance & Windows XP O/S	26,716
	<i>Systems Consists of following:</i>	
	Touch Print Transportable Live Scan System w/ Stylized Appliance, Slap to Roll Matching Software, Transport Case	
TP-3100XT	Michigan Customization	
TP-CSTX-MI101	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-COMX-NECFTP	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-HWOX-ADDLNIC	Touch Print Appendix F Certified Printer Software	
TP-PRT-SW	Touch Print Duplex Image Printer; Local Print	
TP-PRT-DUP	Installation/Training; 1 Day; Standard one day onsite	
TP-IAT-1DAY	1st year 24/7 On-Site Maintenance Warranty	
TP-WARRUPG247	Shipping (FOB Origin)	

**Upright Cabinet Models w/ no upgrade
to Handscanner**

TP3500XC		
Marketing Model Number	Description	Price
	Live Scan 10 Print S&R System, w/ Windows XP O/S	32,611
	<i>Systems Consists of following:</i>	
TP3500XC	Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP3500LC		
Marketing Model Number	Description	Price
	Live Scan 10 Print S&R System, w/ LINUX O/S	35,178
	<i>Systems Consists of following:</i>	
TP3500LC	Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
TP-COML-DNWSQ	Communication Software; Linux; WSQ	
TP-PRT-SW	Compression Support; Direct NIST	
TP-PRT-DUP	Touch Print Appendix F Certified Printer Software	
TP-IAT-2DAY	Touch Print Duplex Image Printer; Local Print	
TP-WARRUPG247	Installation/Training; 2 Day; Standard two day onsite	
	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

**Upright Cabinet Models w/ upgrade to
Handscanner Available**

TP3800XC		
<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Live Scan 10 Print S&R System, w/ Windows XP O/S	35,706
	<i>Systems Consists of following:</i>	
TP3800XC	TouchPrint Upgradeable Live Scan Booking Station: Built-in Compatibility for Optional Hand Deck. Includes: Appliance, Stand Alone Cabinet, Desktop PC, Application Software with Accucapture Slap to Roll Matching, WIN XP O/X and 29.5 " Hand Deck	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARR-UPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

**Upright Cabinet Models w/ Fully
Integrated Handscanner**

TP-3800XCH

Marketing Model Number	Description	Price
	TouchPrint Live Scan Booking Station, w/ Windows XP O/S <i>Systems Consists of following:</i>	54,369
TP3800XCH	Touch Print Live Scan Booking Station with Integrated Full Hand Scanning, w/ appliance, handscanner, Standalone Cabinet, Desktop PC, 1000 Record Queue, w/ FD884 Federal Palm Card format included.	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-SWOX-ACUPGRD	AccuCapture Plus slap and roll Upgrade: sequence check of rolled fingerprints against full- hand images.	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-HAN	Touch Print Duplex Full Hand Card Printer; Local Print	
TP-PRT-TRAY	TouchPrint Additional Tray	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

Annual Maintenance

TP-3000XD	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3000LD	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3100XD	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3000XT	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3000LT	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3100XT	24/7 Help Desk Maintenance	\$2,384
	9/5 On-Site Maintenance	\$3,654
	24/7 On-Site Maintenance	\$4,851

TP-3500XC	24/7 Help Desk Maintenance	\$2,594
	9/5 On-Site Maintenance	\$3,969
	24/7 On-Site Maintenance	\$5,376

TP-3500LC	24/7 Help Desk Maintenance	\$2,594
	9/5 On-Site Maintenance	\$3,969
	24/7 On-Site Maintenance	\$5,376

TP-3800XC	24/7 Help Desk Maintenance	N/A
	9/5 On-Site Maintenance	\$4,284
	24/7 On-Site Maintenance	\$5,691

TP-3800XCH	24/7 Help Desk Maintenance	N/A
	9/5 On-Site Maintenance	\$6,157
	24/7 On-Site Maintenance	\$7,870

TP-CRDSCAN	24/7 Help Desk Maintenance	\$739
	9/5 On-Site Maintenance	\$1,109
	24/7 On-Site Maintenance	\$1,386

OPTIONS

TP-SWOX-RMSIM1	Records Management System Interface; MI Config.; XP O/S	\$1,500
TP-SWOL-RMSIM1	Records Management System Interface; MI Config.; Linux O/S	\$1,500
TP-SWOX-DIEXAD	RMS Interface; Additional License Fee; XP O/S	\$850
TP-SWOL-DIEXAD	RMS Interface; Additional License Fee; Linux O/S	\$850
TP-SWOX-RMMIXFR	Transfer of Records Management System Interface License; MI Config.; XP O/S	\$560
TP-SWOL-RMMIXFR	Transfer of Records Management System Interface License; MI Config.; Linux O/S	\$560
TP-3870XHUPG	TouchPrint Full Hand Scanning Deck Upgrade for TP3800XC	\$18,060
TP-PRT-MEM	TouchPrint Printer Memory Upgrade	\$85
TP-PRT-ACC	TouchPrint Hardware Print Accelerator Card	\$2,125
TP-SWOX-ACUPGRD	AccuCapture PLUS slap to roll Upgrade	\$1,700
TP-PRT-TRAY	TouchPrint Additional Tray 500 Sheet Upgrade	\$425
TP-HWOX--UPS	Uninterruptable Power Supply	\$723

LEGACY SYSTEM OPTIONS

5701-DPXB	Duplex Tray Option for Image Printer Station (1250 & 1855)	\$425
5701-XTB	Extra Tray Option for Image Printer Station (T612 & T522)	\$425
1100B	Expansion of File Storage Capacity; 500 Records; On-Site Installation Additional	\$1,190
1100C	Expansion of File Storage Capacity; 1000 Records; On-Site Installation Additional	\$1,785

Upright Cabinet Models w/ no upgrade to Handscanner

Marketing Model Number	Description	Price
TP3500XC	Live Scan 10 Print S&R System, w/ Windows XP O/S Systems Consists of following: Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue Michigan Customization NATMS AFIS Protocol Support w/FTP & WSQ TouchPrint Ethernet PC Based 10/100 Lan Adaptor Touch Print Appendix F Certified Printer Software Touch Print Duplex Image Printer; Local Print Installation/Training; 2 Day; Standard two day onsite 1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	32,611

Marketing Model Number	Description	Price
TP3500LC	Live Scan 10 Print S&R System, w/ LINUX O/S Systems Consists of following: Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue NIST Output Software; MI: Criminal Only NIST Output Software; MI: Applicant Only Communication Software; Linux; WSQ Compression Support; Direct NIST Touch Print Appendix F Certified Printer Software Touch Print Duplex Image Printer; Local Print Installation/Training; 2 Day; Standard two day onsite 1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	35,178

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 5, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001018
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Identix Incorporated 5600 Rowland Road Minnetonka, MN 55343	TELEPHONE Gary Newlin (952) 442-8701
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Betsy Pash Live Scan Equipment-Statewide/EPP	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached pricing and parts lists are incorporated into this contract.

AUTHORITY/REASON:

Per agency and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$0.00

Michigan Contract Number: 071B3001017

Additions to Appendix A Pricing

Additional Options – Criminal & Civilian: (effective 1-1-2003)

1. Upgrade 17" monitor to 17" Touch Screen, Flat Panel display – ADD \$1,195
2. External Mass Storage Backup Unit (160GB) - ADD \$329
3. Integrated Palm Scanner / Livescan Unit, including software, submission module, & cables - ADD \$ 12,995 (See Note 1)
4. Upgrade to Portable Laptop Livescan System (at time of order) – ADD \$1,895
5. Hand-held color digital camera kit – ADD \$695
6. Driver's License Swipe Reader – ADD \$199 (See Note 2)
7. ID Badge Software & Badge Printing Systems – CALL for configuration & pricing
8. Digital Signature Capture Pad – CALL for configuration & pricing
9. Biometric Fingerprint Password for login – CALL for configuration & pricing
10. Fingerprint Archive Server Software, with Browser Access, Multi-Jurisdictional – CALL for configuration & pricing

Additional Livescan – For Civilian Applicants Only: (effective 3-1-2003)

1. Complete Civilian FingerRoll Livescan System (includes Installation, MSP Submission, & 1st year service) - \$ 22,495 - This system includes Smith Heimann Scanner technology.
2. Simplex Printer, for Civilian Card Printing – ADD \$1,695
3. Civilian Service Contract – 2nd year (1st year is included) - \$2,995
4. Additional Technical Support / Service / Training - \$795 per day

Notes:

(1) Items are provided with Smith-Heimann Scanner Technology. The original contract indicated \$18,000 for a stand-alone palm scan unit. That unit is no longer available and has been replaced with an integrated unit as stated above, with an add-on price of \$12,995. Maintenance for our standard livescan , with a palm scanner, will increase by \$1,500, making a typical maintenance price for a criminal livescan system, with palm \$4,995 per year.

(2) Certain states do not provide much encoded data for electronic capture.

State of Michigan**Identix Contract Configuration Pricing New TP3XXXX Series
Pricing**

V.3

Date: 5/13/2003

By: Gary N.

Desktop Models**TP-3000XD**

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Desktop Live Scan System, w/ Windows XP O/S	27,108
	<i>Systems Consists of following:</i>	
TP-3000XD	Touch Print Desktop Live Scan System w/ S&R	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3000LD

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Desktop Live Scan System, w/ LINUX O/S	29,505
	<i>Systems Consists of following:</i>	
TP-3000LD	Touch Print Desktop Live Scan System w/ S&R	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
TP-COML-DNWSQ	Communication Software; Linux; WSQ Compression Support; Direct NIST	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3100XD

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Desktop Live Scan System, w/ Stylized Appliance & Windows XP O/S	25,408
	<i>Systems Consists of following:</i>	
TP-3100XD	Touch Print Desktop Live Scan System w/ Stylized Appliance & Slap to Roll Matching Software	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

Transportable Models

TP-3000XT

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Transportable Live Scan System, w/ Windows XP O/S	28,808
	<i>Systems Consists of following:</i>	
TP-3000XT	Touch Print Transportable w/ S&R	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP-3000LT

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Transportable Live Scan System, w/ LINUX O/S	31,205
	Systems Consists of following:	
TP-3000LT	Touch Print Transportable w/ S&R	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
	Communication Software; Linux; WSQ	
TP-COML-DNWSQ	Compression Support; Direct NIST	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty	
	Shipping (FOB Origin)	

TP-3100XT

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Touch Print Transportable Live Scan System, w/ Stylized Appliance & Windows XP O/S	27,108
	Systems Consists of following:	
	Touch Print Transportable Live Scan System w/ Stylized Appliance, Slap to Roll Matching Software, Transport Case	
TP-3100XT	Michigan Customization	
TP-CSTX-MI101	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-COMX-NECFTP	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-HWOX-ADDLNIC		
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-1DAY	Installation/Training; 1 Day; Standard one day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty	
	Shipping (FOB Origin)	

**Upright Cabinet Models w/ no
upgrade to Handscanner**

TP3500XC

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Live Scan 10 Print S&R System, w/ Windows XP O/S	32,988
	<i>Systems Consists of following:</i>	
TP3500XC	Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

TP3500LC

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Live Scan 10 Print S&R System, w/ LINUX O/S	35,385
	<i>Systems Consists of following:</i>	
TP3500LC	Live Scan 10 Print S & R (no upgrade to Hand), w/ appliance, Standalone Cabinet, Desktop PC, w/appliance 1000 Record Queue	
TP-CSTL-DMIC1	NIST Output Software; MI; Criminal Only	
TP-CSTL-DMIA1	NIST Output Software; MI; Applicant Only	
TP-COML-DNWSQ	Communication Software; Linux; WSQ Compression Support; Direct NIST	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

**Upright Cabinet Models w/ upgrade
to Handscanner Available**

TP3800XC

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	Live Scan 10 Print S&R System, w/ Windows XP O/S	36,138
	Systems Consists of following:	
TP3800XC	TouchPrint Upgradeable Live Scan Booking Station: Built-in Compatibility for Optional Hand Deck. Includes: Appliance, Stand Alone Cabinet, Desktop PC, Application Software with Accucapture Slap to Roll Matching, WIN XP O/X and 29.5 " Hand Deck	
TP-CSTX-MI101	Michigan Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor	
TP-PRT-SW	Touch Print Appendix F Certified Printer Software	
TP-PRT-DUP	Touch Print Duplex Image Printer; Local Print	
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

**Upright Cabinet Models w/ Fully
Integrated Handscanner**

TP-3800XCH

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	TouchPrint Live Scan Booking Station, w/ Windows XP O/S	54,443
	Systems Consists of following:	
TP3800XCH	Touch Print Live Scan Booking Station with Integrated Full Hand Scanning, w/ appliance, handscanner, Standalone Cabinet, Desktop PC, 1000 Record Queue.	
TP-CSTX-MI101	Michigan Customization	

TP-CSTX-FB270H	TouchPrint version 5 Federal Palm Card Overlay
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ
TP-SWOX-ACUPGRD	AccuCapture Plus slap and roll Upgrade: sequence check of rolled fingerprints against full-hand images.
TP-HWOX-ADDLNIC	TouchPrint Ethernet PCI Based 10/100 Lan Adaptor
TP-PRT-SW	Touch Print Appendix F Certified Printer Software
TP-PRT-HAN	Touch Print Duplex Full Hand Card Printer; Local Print
TP-PRT-TRAY	TouchPrint Additional Tray
TP-IAT-2DAY	Installation/Training; 2 Day; Standard two day onsite
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)

Card Scan

TP-CRDSCAN		
<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
	TouchPrint Cardscanner, w/ Windows XP O/S <i>Systems Consists of following:</i>	14,171
TP-CRDSCAN	TouchPrint Fingerprint Card Scan System	
TP-CST-MI101	MI Customization	
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/FTP & WSQ	
TP-IAT-1Day	Installation and Training ONE Day	
TP-WARRUPG247	1st year 24/7 On-Site Maintenance Warranty Shipping (FOB Origin)	

Annual Maintenance

TP-3000XD	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680

TP-3000LD	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680

TP-3100XD	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3000XT	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3000LT	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3100XT	24/7 Help Desk Maintenance	\$2,270
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3500XC	24/7 Help Desk Maintenance	\$2,470
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3500LC	24/7 Help Desk Maintenance	\$2,470
	9/5 On-Site Maintenance	\$3,480
	24/7 On-Site Maintenance	\$4,680
TP-3800XC	24/7 Help Desk Maintenance	N/A
	9/5 On-Site Maintenance	\$4,080
	24/7 On-Site Maintenance	\$5,420
TP-3800XCH	24/7 Help Desk Maintenance	N/A
	9/5 On-Site Maintenance	\$5,864
	24/7 On-Site Maintenance	\$7,495
TP-CRDSCAN	24/7 Help Desk Maintenance	\$704
	9/5 On-Site Maintenance	\$1,056
	24/7 On-Site Maintenance	\$1,320

OPTIONS

TP-SWOX-RMSIMI1	Records Management System Interface; MI Config.; XP O/S	\$1,500
TP-SWOL-RMSIMI1	Records Management System Interface; MI Config.; Linux O/S	\$1,500
TP-SWOX-DIEXAD	RMS Interface; Additional License Fee; XP O/S	\$850
TP-SWOL-DIEXAD	RMS Interface; Additional License Fee; Linux O/S	\$850

TP-SWOX-RMMIXFR	Transfer of Records Management System Interface License; MI Config.; XP O/S	\$560
TP-SWOL-RMMIXFR	Transfer of Records Management System Interface License; MI Config.; Linux O/S	\$560
TP-3870XHUPG	TouchPrint Full Hand Scanning Deck Upgrade for TP3800XC	\$17,850
TP-CSTX-FB270H	TouchPrint version 5 Federal Palm Card Overlay	\$204
TP-PRT-MEM	TouchPrint Printer Memory Upgrade	\$85
TP-PRT-ACC	TouchPrint Hardware Print Accelerator Card	\$2,125
TP-SWOX-ACUPGRD	AccuCapture PLUS slap to roll Upgrade	\$1,700
TP-PRT-TRAY	TouchPrint Additional Tray 500 Sheet Upgrade	\$425
TP-HWOX--UPS	Uninterruptable Power Supply	\$723
TP-SWOX-PCRXXXX	Custom Development Services	\$165 / Hour

LEGACY SYSTEM OPTIONS

5701-DPXB	Duplex Tray Option for Image Printer Station (1250 & 1855)	\$425
5701-XTB	Extra Tray Option for Image Printer Station (T612 & T522)	\$425
1100B	Expansion of File Storage Capacity; 500 Records; On-Site Installation Additional	\$1,190
1100C	Expansion of File Storage Capacity; 1000 Records; On-Site Installation Additional	\$1,785

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 15, 2002

NOTICE
TO
CONTRACT NO. 071B3001018
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Gary Newlin (952) 442-8701
Identix Incorporated 5600 Rowland Road Minnetonka, MN 55343		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Betsy Pash Live Scan Equipment-Statewide/EPP		
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are those of **ITB #071I2000331**.

Estimated Contract Value: \$0

Please note: Change in mail code from (001) to (003)

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

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F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2000331. Estimated Contract Value: \$0		

FOR THE VENDOR:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Melissa Castro, Buyer

Name
Tactical Purchasing, Acquisition Services

Title

Date



ACQUISITION SERVICES
STATE OF MICHIGAN

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DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



SECTION I CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Contract is to establish pricing and service levels to assist new and existing users to purchase live scan equipment, upgrades, replacement components, or additional options to insure conformity and meet standards in electronic submission of fingerprints and mugshot images.

This is a unit price contract.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract by all parties. The Contract cover the period of approximately October 1, 2002 through September 30, 2007. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Michigan State Police (MSP) - Criminal Justice Information Center (CJIC)**. Where actions are a combination of those of Acquisition Services and **MSP-CJIC**, the authority will be known as the State.

Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. All communications concerning this contractual issues must be addressed to:

Melissa Castro
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
phone: 517-373-1080
email: castrom@michigan.gov

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of the Contract. That authority is retained by Acquisition Services.



The Contract Administrator for this project is:

Betsy Pash, Administrator
MI Dept. of Community Health, Office of Drug Control Policy
320 S. Walnut Street, 2nd Floor
Lansing, MI 48913
Phone: 517-241-0519
email: pashe@michigan.gov

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of the Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in the Contractor's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.



I-J INDEMNIFICATION

1. General Indemnification

Upon receipt of written notice, as required herein, the CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents for any negligence or wrongful acts arising out of or resulting from (1) the services and products provided or (2) performance of the work, duties, responsibilities, actions or omissions of the CONTRACTOR or any of its subcontractors under this CONTRACT;
- b. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from a material breach by the CONTRACTOR of any representation or warranty made by the CONTRACTOR in the CONTRACT;
- c. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this CONTRACT;
- d. any claim, demand, action, citation or legal proceeding against the State, its departments divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of the State;
- e. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents which results from an act or omission of the CONTRACTOR or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State by a third



party to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the CONTRACTOR or its subcontractors, or the operation of such equipment, software, commodity or service, infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the CONTRACTOR shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the CONTRACTOR, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to CONTRACTOR, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the CONTRACTOR or any of its subcontractors, the indemnification obligation under the CONTRACT shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclauses.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-L WARRANTIES AND REPRESENTATIONS

This Contract includes customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;



3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;

I-M TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-N STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

Project Managers: Gary Newlin, Ron Liptak, Shari Pritchard



I-O WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.
3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently



developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.



I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-P of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

UPON CONTRACT EXECUTION, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, ORIGINAL CERTIFICATE (S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the



Contract Number or Purchase Order Number has been given to the Director of Acquisition Services.



I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-T CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation.



If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially



completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are



caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



I-W ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-X DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs

I-AA MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.



The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.



IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.



I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: **Gary Newlin
Regional Sales Manager
5600 Rowland Road
Minnetonka, MN 55343**

For the State: **Melissa Castro, Buyer
DMB, Acquisition Services
Mason Building, 2nd Floor
530 W Allegan
Lansing, MI 48909**

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-CC ENTIRE AGREEMENT

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-DD NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-EE SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-FF HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.



I-GG RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-HH UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-II SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-JJ GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-KK YEAR 2000 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

I-LL CONTRACT DISTRIBUTION



Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-MM STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-NN STATE STANDARDS

1. **EXISTING TECHNOLOGY STANDARDS.** The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at www.state.mi.us/cio/oits.
2. **PM METHODOLOGY STANDARDS.** The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DMB Office of Information Technology Solutions. The State of Michigan Project Management Methodology can be obtained from the DMB Office of Project Management's website at <http://www.state.mi.us/cio/opm>.

The contractor shall use the State's PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. **ADHERANCE TO PORTAL TECHNOLOGY TOOLS.** For all projects involving e-Government, all bidders are expected to read, understand and support compliance with the provisions of Executive Order No. 2000-6 and Executive Directive 2001-1, issued by the State of Michigan, Office of the Governor.

The State of Michigan, e-Michigan Office has adopted the following tools as its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- Tivoli Directory Services (Presentation Layer)
- WebSphere Application Server
- WebSphere e-Pay Payment Processing Module

Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Center of Excellence at the Office of e-Michigan.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the e-Michigan Office for evaluation and approval of each alternate tool prior to proposal evaluation by the State.



SECTION II

WORK STATEMENT

II-A **BACKGROUND/PROBLEM STATEMENT**

Since the inception of the AFIS/Live Scan program approximately 100 Live scan devices have achieved connectivity to the AFIS database.

As of June 5, 2002, County statistics show:

- 40 Counties have live scan installed (16 are submitting and 3 are testing)
- 9 Counties are scheduled for installation pending grant funding
- 34 Counties are not yet scheduled for live scan devices
- Total of 83 Counties in Michigan

The number of actual live scan devices installed throughout the State are more than double the number of live scan devices that are actually transmitting. Previously, users were left to their own resources to select a live scan vendor and achieve connectivity to the State communications line. Consequently, many users have existing live scan devices that are still not ready to transmit records to the State's database.

By allowing users to purchase equipment and optional services through the State bid process, the user is provided an alternative to rely on the expertise of the State and the Contractor when their own resources are not sufficient. In addition, by providing optional connectivity options the user should have more control over time frames and be able to achieve connectivity with the State in a shorter time frame.

The State of Michigan is striving to achieve 95% compliance of fingerprint submissions by November 1, 2002.

II-B **OBJECTIVES**

Michigan State Police Criminal Justice Information Center maintains databases to identify and store fingerprint and mugshot images. These database are fed from live scan devices throughout the State that electronically transmit alphanumeric descriptive data, fingerprint images, and mugshot photos.

This project is being developed to assist new & existing users to purchase live scan equipment, upgrades, replacement components, or additional options to insure conformity and meet standards in electronic submission of fingerprints and mugshot images.

Michigan State Police Criminal Justice Information Center has identified the following requirements and options:

1) **LIVE SCAN EQUIPMENT**

- a) Live scan device must be FBI IQS certified.
- b) Fingerprint images must meet FBI WSQ gray scale compression specifications.
- c) Electronic fingerprint images and demographic data must be captured and transmitted in accordance with the standard for the electronic interchange of fingerprint information (ANSI/NIST-ITL 1-2000) and Michigan EFTS.



- d) Must employ a multi-tasking operating system with application software providing simultaneous image capture, image printing, transmission, and record creation/editing.
- e) Must provide speed independent capture of the fingerprint images with real-time display of the fingerprint and plain impression images as they are rolled and captured on separate display monitors.
- f) Must permit the use of defined passwords that would allow for both "user-only" and "supervisory" access, including a key-lock.
- g) Must provide for site manager entry of data to tables pertaining to the site that are used for the purpose of demographic data edits associated with printing or transmission of the record.
- h) Must be equipped with an image quality assurance feature that allows supervisors or system managers to set the minimum acceptable parameters for fingerprint images. Part of the quality control will be the software for the system to do a "slap to roll" comparison to assure that each finger is rolled in its proper sequence and in its proper box.
- i) Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of one (1) tray feed and a manual feed.
- j) Must be able to print several types of fingerprint cards and supplemental forms that meet specific dimensions set by the User Agency and Michigan State Police from a single input.
- k) Must be able to print selected fingerprint card from on blank paper stock.
- l) Live scan device must be capable of storing 200+ records in a queue for possible retransmission or printing of the fingerprint records.
- m) Live scan device must provide user with a pop-up window notifying them of transmission error message.
- n) Live scan device should not allow a record to be retransmitted after successful transmission is received by the State.

User Optional Equipment and Add-ons:

- o) Card Scan system which allows an inked card to be scanned, data entered, and transmitted to the State. This equipment must meet the same standards as a live scan.
- p) Palm Print scanner.
- q) Desktop/portable live scan. This equipment must meet the same standards as a live scan.
- r) Additional Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of one (1) tray feed and a manual feed.
- s) Upgrade to Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of two (2) tray feed and a manual feed.
- t) Additional Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of two (2) tray feed and a manual feed.
- u) Uninterrupted power supply (UPS)
- v) Ability to print selected fingerprint card form on blank paper stock (see item "k" above).
- w) Additional record storage capacity available in increments of 100 (see item "l" above).

2) COMMUNICATIONS / CONNECTIVITY

The State will provide and be responsible for the communications line between the live scan and the AFIS server. The telecommunications line will either be a 56k or a T1 frame relay circuit.

- a) Live scan must support TCP/IP protocol.



- b) Live scan must use FTP when communicating with the State system for electronic fingerprint transmission.

User Optional Connectivity and Interfaces:

- c) Mugshot Interface – which meets the ANSI/NIST-ITL standards and Michigan Type-10.
- d) Booking Interface – must support the capability to interface with the local operating environments specific to the purchasing agency.
- e) Hourly rate for the Contractor to provide connectivity from the router to the live scan unit.



3) SECURITY

- a) User IDs, passwords, and authorization codes must be stored in a secure manner. The system must also restrict access and use of administrative reports and transaction reports by user type, communications source, and individual user.
- b) Ability to support inactivity time-outs that are defined by the system administrator.
- c) Ability to require that passwords be changed on a system administrator defined time interval.
- d) The proposed system should maintain audit trail information, logging all user functions performed within the application by User ID, date, time, function type, etc. The same type of information should be logged for all administration functions performed or attempted.
- e) The procured application must support the CJIS requirements for 128-bit encryption.

4) INSTALLATION AND TRAINING

- a) Thirty (30) days prior to the installation of equipment, the Contractor must provide user site specification, which will contain at a minimum:
 - i. Power Requirements
 - ii. Space requirements
 - iii. Equipment dimensions and weight
 - iv. Air conditioning requirements
 - v. Number and type of each power receptacle
 - vi. Any other information the contractor deems necessary for the proper installation and utilization of the equipment.
- b) The Contractor will be responsible for formally notifying the State Project Manager that all equipment is fully installed, tested, and operational on a site-by-site basis.
- c) The Contractor must provide on-site training in the administration and use of the device with detailed user manuals and technical documentation.
- d) The Contractor shall provide user training materials for each live scan user site up to six (6) people (ex: 2 people per shift).

5) LIVE SCAN ACCEPTANCE

- a) The Contractor shall be responsible for preparation, in conjunction with the Project Manager, of a Live Scan Acceptance Test Plan to verify that all furnished equipment and software operates in accordance with the specifications as identified in this CONTRACT and that the requirements of the Contract have been met in full.
- b) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following hardware acceptance criteria:
 - i. The hardware meets all specifications documented in this CONTRACT and is completely operational.
 - ii. All hardware and operating system components have been installed according to requirements and have been tested using hardware supplier diagnostics.
 - iii. All user devices have been tested while connected to the server.
 - iv. All connectivity has been tested.
 - v. All hardware documentation has been delivered.
 - vi. Training has been completed.
 - vii. All hardware supplier operating system software documentation has been delivered.
- c) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following software acceptance criteria:
 - i. The software is operating in accordance with the specifications and requirements as documented in this CONTRACT.



- ii. All software documentation has been delivered.



- d) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following final system acceptance criteria:
 - i. Satisfactory quantitative performance as specified in this CONTRACT has been met.
 - ii. Satisfactory quantitative performance as specified in the approved Live Scan Acceptance Test Plan document has been met.
 - iii. All required deliverables have been provided to and accepted by the user agency.

6) SERVICE AND SUPPORT

- a) Hardware warranty:
 - i. All hardware to be free from defects for a period of one (1) year from the date of final system acceptance plan.
 - ii. All required repairs or replacements, including parts and labor, at no expense to the user for a period of one (1) year from the date of final system acceptance.
 - iii. Routine preventive maintenance for a period of one (1) year from the date of final system acceptance.
- b) Software warranty:
 - i. All software to be free of defects or imperfections that prevent performance as specified herein for a period of one (1) year from the date of final live scan acceptance.
 - ii. Correction, at the Contractor's expense, of errors found during this warranty period including all software upgrades, patches, etc.
- c) Hardware maintenance:
 - i. The Contractor must make optional hardware maintenance agreements available for purchase by the user.
 - ii. The Contractor must provide remedial and preventive maintenance for all hardware and software at each individual live scan user site.
 - iii. Telephone assistance within two (2) hours.
 - iv. On-site response within twenty-four hours, as necessary.
- d) Software support:
 - i. Shall include all updates, revisions, new versions, and patches.
 - ii. Must provide a remote diagnostic capability to assist in vendor resolution of technical support problems.
 - iii. The Contractor must provide backup provisions and data recovery functions with detailed manual and supporting documentation.
 - iv. On-site problem correction twenty-four (24) hours per day.
 - v. Problem resolution time of eight (8) hours or less.
 - vi. The Contractor must make optional software maintenance agreements available for purchase by the user.
- e) Help desk:
 - i. The Contractor shall provide a live scan help desk.
 - ii. The help desk shall be available via a toll-free telephone number.
 - iii. The help desk shall be accessible 24 hours per day, 7 days per week.
 - iv. When a user's call to the help desk requires escalation to resolve a problem, the help desk shall be the conduit for obtaining problem resolution (i.e. the user shall not be instructed to contact a technician at another number for problem resolution).

II-C TASKS



1. Contractor shall determine user agency's needs and optional features.
2. Contractor shall develop and submit detailed work plan.
3. Contractor shall provide user with site specifications and preparation procedures prior to system delivery and configuration.
4. Contractor shall create any necessary edit tables and selection menus.
5. Contractor shall install live scan device and interface with booking and/or mugshot system.
6. Contractor will provide on-site training.
7. Contractor shall advise and assist local agencies with any issue related to installation and connectivity.
8. Contractor will notify MSP-CJIC of new installation site.
9. Contractor shall establish connectivity to State communications line.
10. Contractor shall assist in testing interfaces and transmission test records to State.

II-D PROJECT CONTROL AND REPORTS

1. Project Control

- a. The Contractor will carry out this project under the direction and control of the MSP-CJIC.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet biweekly, either in person or via teleconference with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. The Contractor will submit brief written biweekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

2. Reports

- a. **Project Delay Reporting**
The Contractor will immediately bring to the attention of the contract administrator any activity or problem which would appear to cause a delay in the proposed delivery schedule. A written report shall be prepared which identifies:
 1. The impact of such delay(s).
 2. The reason for the delay.
 3. What corrective action is available.
 4. Recommendation on action.
 5. New schedule showing new dates.
 6. Cost (if any) resulting from delay.
- b. **New Live Scan Installation sites**
Within 10 days of the installation, the Contractor shall submit a written report identifying:
 1. Name of Agency
 2. Contact Person and telephone number



3. Agency Address
4. Quantity
5. Model
6. Description of devices
7. IP addresses
8. Mugshot availability
9. Prosecutor notification available



II-E PRICE PROPOSAL

All prices/rates in this Contract are firm for the duration of the Contract. No price changes will be permitted. See Appendix B for price list.

II-F CONTRACT PAYMENT

Payment will be arranged between the ordering agency and the Contractor. Contractors should be aware that agencies that are purchasing with grant funds provided by the Michigan Department of Community Health, Office of Drug Control Policy, will be paid on the following schedule:

- 25 % when grant application, agreement, and security plan accepted by MSP
- 25 % at Criminal Justice Information System (CJIS) Policy Council approval and successful connectivity check
- 25 % upon delivery and installation of approved live scan equipment
- 25 % at successful submission of complete record builds.

Contractors can expect all ordering agencies to use the same payment schedule.



Appendix A

Product Description and Ordering Information

The TouchPrint 2000 Live Scan Fingerprinting System.

The TouchPrint 2000 Fingerprinting System produces forensic-quality tenprint records by electronically scanning and capturing rolled and plain fingerprints. Due to the fact the system uses advanced electronics to ensure accurate image capture, the user will receive consistent quality tenprints. The TouchPrint 2000 Fingerprinting System features seamless FBI-Accredited capture and full-spectrum gray-scale imagery for both roll and plain impressions. Rolled impressions are captured at a full 600 dots per inch resolution. TouchPrint technology speeds operations by providing latitude in how fingerprints are captured, allowing full nail-to-nail and tip-to-crease fingerprint capture at any speed and in any direction. The zoom image feature allows the operator to view the captured image at full resolution-just as it will be sent to the AFIS.

The TouchPrint 2000 Fingerprinting System is compliant with the FBI's demanding Appendix F standards. The TouchPrint also features FBI Accredited Wavelet Scalar Quantization (WSQ) processing for compression and decompression of fingerprint images. WSQ permits faster transmission of high-resolution ANSI formatted image records over local and wide area networks.

The Touchprint 2000 Fingerprinting System provides comprehensive quality assurance. Processing of civil and criminal fingerprints demands the highest quality electronic records to avoid rejections and subsequent reprinting. Moisture discrimination is a breakthrough scanner optical technology that eliminates the effect of moisture on the subject fingers or platen surface. For the first time, skin pore and friction ridge detail can be included in the captured image for a truer representation of the details that appear in latent prints. This higher precision means a higher hit rate when the captured prints are submitted to AFIS systems. Identix Image Quality Assurance (IQA) analyzes the gray scale characteristics of each captured image without slowing down the fingerprinting process. Perfect Scan Real Time Quality Assurance (RTQA) feature evaluates each rolled fingerprint for both grayscale and completeness of roll, providing visual feedback to the operator during the capture process. Perfect Scan dynamically adapts to the size of each finger, ensuring accurate results and low false rejections. Images that fail to meet the preset thresholds for image contrast or completeness of roll must be either re-scanned or annotated before a tenprint record can be dispatched.

To ensure correct sequencing of rolled fingerprints Identix includes Accucapture Slap-To-Roll Comparison software. This quality assurance automatically compares the plain images with each rolled image to verify that each fingerprint is placed in the correct location.

The TENPRINTER / FingerPrinter CMS Live Scan Fingerprinting Systems.

The TENPRINTER / FingerPrinter Live Scan Fingerprinting Systems produce forensic-quality tenprint records by electronically scanning and capturing rolled and plain fingerprints. The Tenprinter and the FingerPrinter CMS are designed for streamlining the booking process as it captures, prints, and transmits forensic-quality fingerprint images and relieves concern about image fidelity and operator skill.

All TENPRINTER / FingerPrinter CMS Live Scan Fingerprinting Systems are compliant with the FBI's demanding Appendix F standards, capturing at 500 dpi. As well as meeting the federal standards for transmission and Wavelet Scalar Quantization (WSQ) compression and decompression of fingerprint images.



The TENPRINTER / FingerPrinter CMS Live Scan Fingerprinting Systems feature a continuous real-time image preview. This allows operators to preview each print, while pre-positioning the finger for pressure, moisture and quality review, and as it is being rolled. Based upon immediate feedback, the operator can reject and re-roll any unacceptable prints before they are printed. There also is an on-screen display of male and female finger-width lines provides guidance for the operator processing the fingerprints.

The systems display the FBI recommended direction of roll for each finger per hand, but this is used as a reference only and the operator may roll any finger in a left-to-right or right-to-left direction when taking the rolled impressions. The TENPRINTER / FingerPrinter CMS Live Scan Fingerprinting Systems display the correct finger to be rolled on the monitor as an operator aid for the booking process. The livescan systems proposed have Slap-to-Roll fingerprint image comparison with full function sequence verification through comparison of each rolled finger to the corresponding plain impression and each previously rolled fingerprint image for all ten fingers using minutiae extraction and AFIS type comparisons.

Data entry features enable the operators to quickly and accurately enter demographic data using customer defined, pull-down menus and built-in help menus and field validation checks aid the operator in entering information correctly.

The TENPRINTER / FingerPrinter CMS Live Scan Fingerprinting Systems have a proprietary built-in finger-drying system that uses forced air to dry, wet or sweaty fingers, thereby helping to avoid smears and dark blotches caused by any excess moisture that may appear.

When an agency decides to purchase a live scan system from Identix there is a process that is followed to ensure the system meets the needs of the agency with the configuration required for a successful installation and submission of the electronic record to the state.

This process is as follows:

- Identix project management is notified of the award. A project manager is assigned.
- Identix project manager is in contact with all sites to send out Pre-Installation Site Surveys. This will cover site design, agency cabling needs and environmental needs.
(Please see Pre-Installation Site Survey Tab for sample)
- At the same time assembly and build for Live-scan system will begin
- ***IMPORTANT*** Pre-Installation site surveys will need to be faxed/emailed to Identix by the procuring agency in order to configure the system correctly.
- With-in a week of completed site survey the Livescan systems are configured per RFP and local agency specifications and tested.
- Identix project manager is in contact with the site manager to schedule installation/testing of system and training of users.
- Base upon the site manager's needs, the Live-scan systems will ship to sites from Minnetonka, MN. (Delivery should take approximately 1 week from ship date).
- Within two weeks of delivery:
 - Install systems
 - Test configuration
 - Notify state of new installation site.
 - Verify connectivity to MSP



- Train personnel.

There are required communications between the customer and the RMS/JMS vendor and Identix in order to complete an interface between the live scan and RMS/JMS. This part of the project may or may not be completed at the time of the initial live scan installation. This is dependent upon the scheduling of the parties involved.



Appendix B
Pricing

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
1133SF-MIA	<p>TENPRINTER MI Base System <i>MI Base System Includes:</i> 1133SF Tenprinter Site Data Development Includes current card specs (up to 8 cards) WSQ Compression Software; NIST Xmit Slap to Roll Expansion of File Storage Capacity; 300 Records Direct NIST Output S/W; MI Livescan to Printer Output Software; Double- sided; Unix O/S Duplex Image Printer; Local Print Includes one year warranty Installation/Training; 1133SF System Shipping (FOB Origin)</p>	40,090

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
1133HF-MIA	<p>FingerPrinter CMS MI Base System <i>MI Base System Includes:</i> 1133HF FingerPrinter CMS Monitor Bracket Site Data Development Includes current card specs (up to 8 cards) WSQ Compression Software; NIST Xmit Slap to Roll Expansion of File Storage Capacity; 300 Records Direct NIST Output S/W; MI Livescan to Printer Output Software; Double- sided; Unix O/S Duplex Image Printer; Local Print Includes one year warranty Installation/Training; 1133SF System Shipping (FOB Origin)</p>	30,010



Marketing Model Number	Description	Price
TPFC- DTMCRTMIA	<p>Tenprinter FC Desktop Modular MI Base System</p> <p><i>MI Base System Includes:</i></p> <p><i>Tenprinter FC Desktop Modular System with CRT Monitor</i></p> <p><i>Site Data Development</i></p> <p><i>Includes current card specs (up to 8 cards)</i></p> <p><i>WSQ Compression Software; NIST Xmit Slap to Roll</i></p> <p><i>Direct NIST Output S/W; MI</i></p> <p><i>Livescan to Printer Output Software; Double-sided;</i></p> <p><i>Linux O/S</i></p> <p><i>Duplex Image Printer; Local Print</i></p> <p><i>Includes one year warranty</i></p> <p><i>Installation/Training; 1133SF System</i></p> <p><i>Shipping (FOB Origin)</i></p>	24,305
TPFC-TPMIA	Base Michigan System with Local Duplex Printer; Transportable	

Marketing Model Number	Description	Price
TPFC-TPMIA	<p>Tenprinter FC Transportable MI Base System</p> <p>Base System Includes:</p> <p><i>Tenprinter FC Transportable System</i></p> <p><i>Site Data Development</i></p> <p><i>Includes current card specs (up to 8 cards)</i></p> <p><i>WSQ Compression Software; NIST Xmit Slap to Roll</i></p> <p><i>Direct NIST Output S/W; MI</i></p> <p><i>Livescan to Printer Output Software; Double-sided;</i></p> <p><i>Linux O/S</i></p> <p><i>Duplex Image Printer; Local Print</i></p> <p><i>Includes one year warranty</i></p> <p><i>Installation/Training; 1133SF System</i></p> <p><i>Shipping (FOB Origin)</i></p>	26,555



TP-2000WENMIA *Base Michigan System with Local Duplex Printer; Touchprint 2000*

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
TP-2000WENMIA	Touchprint 2000 Livescan MI Base System Base System Includes: <i>Touchprint 2000 Livescan MI Base System</i> <i>MI Customization</i> <i>Touchprint 2000 600 Dedicated Dial up Modem</i> <i>WSQ Compression Software; NIST Xmit</i> <i>Accu-CaptureSlap to Roll</i> <i>MI Customization</i> <i>Livescan to Printer Output Software; Double-sided;</i> <i>Duplex Image Printer; Local Print</i> <i>Includes one year warranty</i> <i>Installation/Training; Touchprint System</i> <i>Shipping (FOB Origin)</i>	52,226

TP-2000WENMIA *Base Michigan System; Cardscan*

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
TP-602WENMIA	Cardscan 602WEN MI Base System Base System Includes: <i>Touchprint Fingerprint Cardscan System</i> <i>MI Customization</i> <i>Touchprint 600 Dedicated Dial up Modem</i> <i>Remote Support Workstation Addition</i> <i>WSQ Compression Software</i> <i>NATMS AFIS Protocol Support</i> <i>Includes one year warranty</i> <i>Installation/Training; Touchprint System</i> <i>Shipping (FOB Origin)</i>	20,000

**System Options Pricing:**

<i>Marketing Model Number</i>	<i>Description</i>	<i>Price</i>
PSWU-5701LD	Livescan to Printer Output Software; Double-sided; Unix O/S	2800
PSWL-5701LD	Livescan to Printer Output Software; Double-sided; Linux O/S	2800
5701LD	Duplex Image Printer; Local Print	2550
5701-DPXB	Duplex Tray Option for Image Printer Station	350
5701-XTB	Extra Tray Optoin for Image Printer Station	350
1100B	Expansion of File Storage Capacity; 500 Records	700
1100C	Expansion of File Storage Capacity; 1000 Records	1050
11803-00	Internal Demographic Interface	4200
1133-INT	Special Development / Integration Services	0
11921SF	Uninterruptable Power Supply for 1133SF Only	595
11920	Line Conditioner and Uninterruptable Power Supply for 1133HF Only	368
11920-TPFC	Line Conditioner and Uninterruptable Power Supply for TPFC systems only	336

IDENTIX INCORPORATED LIVESCAN SYSTEM SITE SURVEY

~ SECTION 1 -- GENERAL INFORMATION ~

Customer Name: _____

Ship To Address: **Street** _____
City _____
State _____
Zip Code _____

Will there be more than one shipping location for this order? ____YES* ____NO

*If yes attach a list of all locations with name, address, point of contact, and phone number.

Will the shipping address also be the installation location? ____YES ____NO**

**If no, please provide installation location name, address, point of contact and phone number.

Installation Address: **Street** _____
City _____
State _____
Zip Code _____

Primary Contact for the LIVESCAN System installation:

APPENDIX C, SAMPLE SITE SURVEY

Name and Title: _____

Address: _____

Phone: (____)____ - ____ Ext.____ Fax: (____)____ - ____

EMAIL Address: _____

Secondary Contact for the LIVESCAN System installation:

Name and Title: _____

Address: _____

Phone: (____)____ - ____ Ext.____ Fax: (____)____ - ____

EMAIL Address: _____

~ SECTION 2 – DELIVERY INFORMATION ~

Unloading information:

Additional delivery charges may occur if this section is not complete.

Yes No

- Can a full-size semi deliver this equipment? ☐ ☐
- Is there an elevated loading dock to accommodate the height of a semi-truck?
☐ ☐
- Or are you at ground level? ☐ ☐
- Are there any stairs that the shipping company will have to negotiate?
☐ ☐
- Suggested entrance to be used for equipment delivery: _____

APPENDIX C, SAMPLE SITE SURVEY

~ SECTION 3 -- EQUIPMENT SPECIFICATIONS ~

1133S, 1133SF, TENPRINTER

27.0 INCHES WIDE
37.0 INCHES DEEP
66.0 INCHES HIGH

PRINTER: 20.0 IN. WIDE
28.0 IN. DEEP

PRINTER CABINET: 28.0 IN. DEEP
30.0 IN. HIGH
20.0 IN. WIDE

1133H, 1133HF, CMS

28.0 INCHES WIDE
24.0 INCHES DEEP
13.64 INCHES HIGH

MONITOR: 15.75 IN. WIDE
16.0 IN. DEEP

PRINTER: 20.0 IN. WIDE
28.0 IN. DEEP

OPTIONAL KEYBOARD DRAWER: ADD 3.5 INCHES TO CMS HEIGHT.

CMS WEIGHT: 125 POUNDS (CMS PLUS MONITOR)

CMS TABLE: 60 IN. WIDE
30 IN. DEEP
28 IN. HIGH

OPTIONAL PRINTER CABINET: 28.0 IN. DEEP
30.0 IN. HIGH
20.0 IN. WIDE

APPENDIX C, SAMPLE SITE SURVEY

~SECTION 4 SYSTEM CONFIGURATION~

1. Type of Identix Livescan Purchased?

2. Will the LiveScan be required to transmit electronically either via phone or network connection?

Yes No
☐ ☐

 - 2a. To what agency?

 - 2b. Agency contact name: _____
Agency contact fax number: _____
Agency contact phone number: _____
 - 2c. If networking please provide site IT contact name, fax, and Phone number:

Customer IT representative name: _____
IT representative fax number: _____
IT representative phone number: _____
3. Please Provide ORI numbers for your site:

IDENTIX INCORPORATED PRE-INSTALLATION REQUIREMENTS

- *Identix Livescan's and printers communicate on 10baseT, Ethernet, connections running at 10Mbps. If networking to another agency or any other remote equipment, a separate network outlet/connection is required for each device (i.e. Livescan, Printer, etc.).**
- *It is the responsibility of the customer to verify that all network connections are in place and physically and electronically connected to the desired destination prior to system shipment and installation scheduling.**
- *All necessary IP addresses for networking are required prior to system shipment and installation scheduling.**

APPENDIX C, SAMPLE SITE SURVEY

~ SECTION 5 -- FINGERPRINT FORMS ~

1. List each fingerprint card or form to be printed on the LIVESCAN fingerprint system. Provide the form name (e.g. FBI) followed by form number (e.g. FD249) for each item. Please circle if cards are to be sent Electronically (E), Locally Printed (LP), Both (B), or None (N) for no printout.

- | | |
|--------------------|-------------|
| 1. <u>E LP B N</u> | 5. E LP B N |
| 2. <u>E LP B N</u> | 6 E LP B N |
| 3. <u>E LP B N</u> | 7. E LP B N |
| 4 <u>E LP B N</u> | 8. E LP B N |

All fingerprint cards or forms are expected to be 8"x8" and conform to FBI specifications.

NOTE: Subsequent additions or changes to the above list are subject to additional charges per occurrence once system has been built and shipped.

NON-STANDARD FINGERPRINT CARDS AND MULTIPLE PART FORMS

List the type of printed form or card that does not conform to FBI specifications.

- 1.
- 2.
- 3.

**** Send 20 blank cards/forms for each different form or card.****

Only standard size single part forms or fingerprint cards can be printed on the LIVESCAN fingerprint system. Multiple part forms or fingerprint cards often can be printed on the LIVESCAN system as single copies. This may require reprinting the multiple part form or fingerprint card as single copies. We will review this information and advise if it can be used on the LIVESCAN fingerprint system. If the form cannot be used, we will advise changes and/or recommendations. We will also advise if any additional costs will be involved in developing a special card or form not standard to FBI specifications.

- | | | | |
|----|---|---------------------------------|--------------------------------|
| 2. | Do you use a sequence control number on any fingerprint cards or forms? If yes, attach a sample of the fingerprint cards or forms upon which the control number is expected to print and mark the location of the control number. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 3. | Do you use a mathematical formula or check digit in the sequence control number? If yes, please define the formula (a detailed explanation). | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |

APPENDIX C, SAMPLE SITE SURVEY

~ SECTION 6 -- IMAGE PRINTER ~

**If your purchase did not include an Image Printer please skip this section.

A.

1. How many printers were purchased with this order? _____
2. Is the printer single-sided or double-sided? _____
3. Location of printer (only if different than Livescan location):

4. Number of Trays required for card application: _____
5. Please list which card type you would like printed out in the card trays of the printer:

Tray 1 _____

Tray 2 _____

Manual Feed Tray _____

Additional Tray (optional purchase) _____

Additional Tray (optional purchase) _____

NOTE: Identix Livescan Printer's are network printers and communicate on 10baseT, Ethernet connections. If networking to another agency a separate network connection must be provided for the Printer.

~ SECTION 7 – SITE DATA ~

ORI NUMBERS

1. If you would like a list of ORI numbers contained in the software that will identify all or selected departments in the look up table please list them below. The most frequently used ORI number should be listed first. Copy this page if more lines are needed.

ORI number	Agency	City, ST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPENDIX C, SAMPLE SITE SURVEY

2. Please list all fields on the fingerprint card, for each card purchased, that you would like Mandatory (i.e. operator must fill in).

FOR EXAMPLE:

FD258-LAST NAME, FIRST NAME, MIDDLE NAME, SEX, RACE, HEIGHT, WEIGHT

**FD249-LAST NAME, FIRST NAME, MIDDLE NAME, SEX, RACE, HEIGHT, WEIGHT,
REASON FINGERPRINTED.**

*******PLEASE LIST YOUR CHOICES IN THE SPACE BELOW*******

APPENDIX C, SAMPLE SITE SURVEY

3. Please list all fields on the fingerprint card, for each card purchased, that you would like defaulted (i.e. this will show up each time on the demographic screen for this field and cannot be changed by the operator).

Please list by the name of the field and provide defaulted information for this field.

FOR EXAMPLE:

FD258-ORI FIELD-TX981052Z

FORT WORTH XSD

FORT WORTH, TX

*******PLEASE LIST YOUR CHOICES IN THE SPACE BELOW*******

APPENDIX C, SAMPLE SITE SURVEY

4. FBI standard pull-down menus will be included on your LIVESCAN system.
For custom pull down menus, please fill in the below information.

CUSTOM PULL-DOWN MENU

Please make additional copies of this form as necessary.

Please complete this form for each custom pull-down menu desired.

Card Name: **State Criminal Card**

Field Name: **Firearms**

Field Value	Field Description
A	SHOTGUN
B	PISTOL
C	RIFLE
D	MACHINE GUN
E	SILENCER

Card Name:

Field Name:

Field Value	Field Description

APPENDIX C, SAMPLE SITE SURVEY

5. Please provide the following information for each Capture Choice (main screen list of fingerprint card options) desired. Provide the Capture Choice Name as you would like to see it on the Livescan screen. Please also provide the card name (e.g. FD249) of the cards you wish to be printed under that Capture Choice. Also, note the type of print transmission (local, OPM, FBI, etc.) for these cards, under this Capture Choice, as well as the number of copies to be transmitted.

Example:

Capture Choice Name: <u>Transmit to State and OPM</u>		
Card Name: FD249	Print output: <u>OPM</u>	Number of
copies: 1		
Card Name: R84	Print output: <u>Local</u>	Number of copies: 2
Card Name: PS25010	Print output: <u>State AFIS</u>	Number of copies: 1

Capture Choice Name:	_____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	

Capture Choice Name:	_____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	

Capture Choice Name:	_____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	
Card Name:	_____	Print output: _____
Number of copies:	____	

- | | | |
|---|---------------------------------|--------------------------------|
| 6. Do you prefer to have the demographic entry screen appear prior to rolling prints? | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
|---|---------------------------------|--------------------------------|

~ SECTION 8 -- EQUIPMENT REQUIREMENTS ~

APPENDIX C, SAMPLE SITE SURVEY

1. Each Livescan System requires a dedicated 15 amp, 60hz, 120v, outlet within 3 feet of its intended location.
2. Each room in which a Livescan System component is to be located should have an air Conditioning system capable of maintaining a temperature of approximately 70 degrees and maintaining a relative humidity level of approximately 50%.
3. Visonics recommends that a dedicated analog phone line is installed to be connected to the Livescan diagnostic modem. This modem connection will allow Identix technicians the capability of remote dial in service.
4. Each image printer requires a dedicated 15 amp, 60Hz, 120V outlet within 3 feet of its intended location. Identix printers are network printers that communicate on 10baseT, Ethernet connections.

~ SECTION 9 – INSTALLATION AND TRAINING REQUIREMENTS ~

1. Identix Incorporated's normal installation and training process is scheduled in a three day block. The first day is reserved for equipment installation, testing, and verification. The two following days are reserved for training.
2. Identix offers two types of training. One is System Manager Training and the other is User Training. Identix normally reserves one day (8 hours) each for these training classes. These classes are given on the platform of Train the Trainer. In other words personnel going through these classes will be able to train others.
3. System Manger Training will consist of personnel who will be responsible for adding/deleting user names and passwords, adjusting print quality, responsible for calling in service related problems, etc., as well as getting basic user training. Normally Visonics allows 4-5 people for this training. Manuals for this class are provided.
4. User Training will be for those personnel who will only be operators of the Livescan System. Normally Identix allows 6-8 people for this training. Manuals for this class are provided.
5. Training can vary depending on how many personnel will need to be trained. Please discuss this with your Project Manager if needed.
6. Please let us know how many personnel will attend System Manager Training?

APPENDIX C, SAMPLE SITE SURVEY

7. Please let us know how many personnel will attend User Training?

8. **If no installation and training was purchased** for this Livescan system you will need to give Identix a temporary user name and password to enable you to log onto your system once you receive it. This temporary password can be deleted by your system administrator once the system is accessed.

User Name: _____ (one word only, i.e. Fred, Wilma, etc.)

Password: _____ (must be 6 characters long. Can be
a letters
and/or numbers)

I confirm the above information is accurate and correct to the best of my knowledge.

_____(Customer Representative)

Date ____/____/____

IDENTIX INCORPORATED appreciates your assistance in completing this survey. This information will be used by various Identix departments for manufacturing your Livescan system. The Identix Project Management Department will be in contact with you after your purchase order has been processed. Any questions about the progress and/or Installation of your Livescan System should be directed to the Project Manager in charge of installations for your region. You can contact, Shari Pritchard, Identix Project Manager East/Central U.S., at 1-952-945-3360 or email at shari.pritchard@visionics.com for more information. You can fax this survey back to Identix Incorporated at 952-945-3304 or you can mail it to Identix Incorporated, Attn: Shari Pritchard, 5600 Rowland Rd., Minnetonka, MN 55343.

Appendix D, Additional Pricing

1. Please provide pricing for the following:

- Annual maintenance

Answer:	1133SF-MIA	\$7875 24/7 annually
	1133HF-MIA	\$7875 24/7 annually
	TPFC-DTMCRTMIA	\$5535 24/7 annually
	TPFC-TPMIA	\$5775 24/7 annually
	TP-2000WENMIA	\$7929 24/7 annually
	TP-602WENMIA	\$3997 24/7 annually

- Palm Printer

Answer:

TP2670 PKG-MIA Includes the following:

Touchprint 2000 Livescan
System
MI Customization
TouchPrint 600 Dedicated Dial
Up Modem for use
with Remote Services
Management Software
Remote Support Workstation
Edition
WSQ Compression
NATMS AFIS Protocol Support
Accu-Capture Slap to Roll
TouchPrint Medium Duty
Duplex Fingerprint
Card Printer and Printer
Cabinet
TouchPrint On-Site Installation
Services; First Day
TouchPrint On-Site Installation
Services; Second Day
TouchPrint On-Site Training
Services; First Day
TouchPrint On-Site Training
Services; Second Day
Shipping (FOB Origin)
1 Year Warranty

Price:

Qty 1:	\$85,400	
Qty 2-5:	\$82,300	Annual Maintenance: \$10,300

Qty 6: \$76,400

- Hourly rate for special development or services

Answer: 1133-INT Special Development / Integration Services
\$200/Hr.

- mugshot capture

Answer:

1133S-PI2 Integrated Photo Imaging System of 1133SF Tenprinter Systems

Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1:	\$10,560	
Qty 2-5:	\$10,005	Annual Maintenance: \$1,400
Qty 6:	\$ 8,895	

1133H-PI2 Integrated Photo Imaging System of 1133HF FingerPrinter CMS Systems

Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1:	\$10,560	
Qty 2-5:	\$10,005	Annual Maintenance: \$1,400
Qty 6:	\$ 8,895	

DTM-PI2 Integrated Photo Imaging System of Tenprinter Desktop Modular Systems

Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user

interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1:	\$10,560	
Qty 2-5:	\$10,005	Annual Maintenance: \$1,400
Qty 6:	\$ 8,895	

1133S-PI2UPG Integrated Photo Imaging System of 1133SF Tenprinter Systems; Field Upgrade Option

Field Upgrade Kit Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1:	\$13,600	
Qty 2-5:	\$13,025	Annual Maintenance: \$1,400
Qty 6:	\$11,875	

1133H-PI2UPG Integrated Photo Imaging System of 1133H FingerPrinter CMS Systems; Field Upgrade Option

Field Upgrade Kit Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1:	\$13,600	
Qty 2-5:	\$13,025	Annual Maintenance: \$1,400
Qty 6:	\$11,875	

DTM-PI2UPG Integrated Photo Imaging System of Tenprinter Desktop Modular Systems; Field Upgrade Option

Field Upgrade Kit Includes: Camera, keyboard camera control, three point lighting system, FBI compliant 18% grey background, photo imaging display board, user interface software and mounting kit for both wall and ceiling mounting.

Price:

Qty 1: \$13,600

Qty 2-5: \$13,025

Qty 6: \$11,875

Annual Maintenance: \$1,400